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Attorney for Plaintiff
RICHARD SKAFF

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RICHARD SKAFF

CASE NO. C 08-01384 MHP
Civil Rights

Plaintiff,

v.

SHELTER POINT EQUITIES, LTD;
ROBATA GRILL
AND SUSHI LIMITED
PARTNERSHIP; and DOES 1-25,
Inclusive,

**STIPULATION AND ORDER
FOR DISMISSAL OF THE INJUNCTIVE
RELIEF ASPECT OF THE LAWSUIT ONLY**

FRCP section 41 (a) (1) (ii)

Defendants.

Plaintiff Richard Skaff and defendants Shelter Point Equities, LTD and Robata Grill
And Sushi Limited Partnership, by and through their attorneys of record, file this Stipulation of
Dismissal pursuant to Federal Rule of Civil Procedure section 41 (a) (1) (ii).

Plaintiff filed this lawsuit on March 11, 2008.

Plaintiff and defendants have entered into a "Release And Settlement Agreement For
Injunctive Relief Only" which settles the injunctive relief aspect of the lawsuit against all
defendants. A copy of the "Release And Settlement Agreement For Injunctive Relief Only" is
incorporated by reference herein as if set forth in full. Paragraph IID of the "Release And
Settlement Agreement For Injunctive Relief Only" states in part that "The Court shall retain
jurisdiction to enforce the terms of this Settlement Agreement....." Plaintiff and defendants
stipulate to the court retaining jurisdiction to enforce the "Release And Settlement Agreement
For Injunctive Relief Only."

Plaintiff moves to dismiss with prejudice the injunctive relief aspect of lawsuit against

1 defendants.

2 Defendants, who have answered the Complaint, agree to the dismissal of the injunctive
3 relief aspect of the lawsuit with prejudice.

4 The damages and attorney's fees, litigation expenses, and costs aspects of the lawsuit
5 have not been settled and are the subject of continuing litigation.

6 This case is not a class action, and no receiver has been appointed.

7 This Stipulation and Order may be signed in counterparts, and facsimile signatures shall
8 be as valid and as binding as original signatures.

9 Wherefore, plaintiff and defendants, by and through their attorneys of record, so
10 stipulate.

11 Date:12/24/08

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

13 /s/ Sidney J. Cohen

14 _____
Sidney J. Cohen
Attorney for Plaintiff Richard Skaff

15 Date:12/23/08

FLAXMAN & BLAKELY

17 /s/ Peter Flaxman

18 _____
Peter Flaxman
Attorney for Defendant
Shelter Point Equities, LTD

20 Date:12/24/08

LIPPENBERGER, THOMPSON,
WELCH, SOROKO, & GILBERT LLP

22 /s/ Carl Lippenberger

23 _____
Carl Lippenberger
Attorney for Defendant
Robata Grill and Sushi Limited Partnership

25 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

26 The injunctive relief aspect of the lawsuit against defendants is dismissed with
27 prejudice. The Court shall retain jurisdiction to enforce the parties' "Release And
28

1 Settlement Agreement For Injunctive Relief Only.”The damages and attorney’s fees, litigation
2 expenses, and costs aspects of the lawsuit are the subject of continuing litigation.

3
4 Date: 1/20/2009

